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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The Contractor shall provide the necessary supplies or services and prices/costs. The Schedule of Prices tables for the Base Period and all Option Years must be completed and submitted.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 SCHEDULE OF PRICES

Contract Period I: Date of Award to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
0001	Project Plan Development and Maintenance	Project Plan	5	170		
0002	Project Scope Definition	Project Scope (Established Technology)	5	90		
		Project Scope (Emerging Technology)	0	20		
0003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	350,000		
		Document (Design)	0	25,000		
0004	Schedule(s) Testing	Document (Utility)	15,000	375,000		
		Document (Design)	0	25,000		
0005	Project Documentation Development	Document (Established Technology)	15,000	475,000		
		Document (Emerging Technology)	0	25,000		
0006	Document Classification	Document (Utility)	37,500	1,187,500		
		Document (Design)	0	62,500		

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B.3 SCHEDULE OF PRICES

Contract Period II: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
1001	Project Plan Development and Maintenance	Project Plan	5	340		
1002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
1003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
1004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
1005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
1006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.4 SCHEDULE OF PRICES

Contract Period III: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
2001	Project Plan Development and Maintenance	Project Plan	5	340		
2002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
2003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
2004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
2005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
2006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.5 SCHEDULE OF PRICES

Contract Period IV: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
3001	Project Plan Development and Maintenance	Project Plan	5	340		
3002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
3003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
3004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
3005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
3006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.6 SCHEDULE OF PRICES

Contract Period V: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
4001	Project Plan Development and Maintenance	Project Plan	5	340		
4002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
4003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
4004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
4005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
4006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.7 SCHEDULE OF PRICES

Contract Period VI: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
5001	Project Plan Development and Maintenance	Project Plan	5	340		
5002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
5003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
5004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
5005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
5006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.8 SCHEDULE OF PRICES

Contract Period VII: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
6001	Project Plan Development and Maintenance	Project Plan	5	340		
6002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
6003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
6004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
6005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
6006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.9 SCHEDULE OF PRICES

Contract Period VIII: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
7001	Project Plan Development and Maintenance	Project Plan	5	340		
7002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
7003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
7004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
7005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
7006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.10 SCHEDULE OF PRICES

Contract Period IX: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
8001	Project Plan Development and Maintenance	Project Plan	5	340		
8002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
8003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
8004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
8005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
8006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.11 SCHEDULE OF PRICES

Contract Period X: Date of Option Exercise or Award Term to one year thereafter

CLIN	Description	Unit	Min.	Max.	Price Per Unit	Extended Max. Price
9001	Project Plan Development and Maintenance	Project Plan	5	340		
9002	Project Scope Definition	Project Scope (Established Technology)	5	170		
		Project Scope (Emerging Technology)	0	40		
9003	Initial Classification Schedule(s) and Classification Definition Development	Document (Utility)	15,000	700,000		
		Document (Design)	0	50,000		
9004	Schedule(s) Testing	Document (Utility)	15,000	750,000		
		Document (Design)	0	50,000		
9005	Project Documentation Development	Document (Established Technology)	15,000	950,000		
		Document (Emerging Technology)	0	50,000		
9006	Document Classification	Document (Utility)	37,500	2,375,000		
		Document (Design)	0	125,000		

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B.12 GUIDELINES FOR EVALUATING CONTRACTOR PERFORMANCE

The purpose of these guidelines is to provide standards for use by the Government Representative in evaluating work performed under the Search File Reclassification Services contract. Where applicable, these standards will apply to all work done under the contract except when the task order states otherwise.

The Contractor should submit all deliverables in the required format e.g., MS Word, MS Excel as stated in the Statement of Work (SOW), ANNEX 1, and in accordance with all standards provided to the Contractor.

B.12.1 Project Plan Development and Maintenance

- Follows project plan template
- Based upon the number of documents in the initial statement of project scope
- Includes beginning and endpoints of each phase
- Brief remarks explaining any delays or potential delays

The Project Plan must indicate project timelines, which specify the total time projected for completion of the project and the projected time for each project phase, based upon the number of documents in the project (i.e., those encompassed by the initial statement of project scope). The Contractor will modify the plan when instructed to do so by the Government, or as soon as they become aware that any information on which the project plan is based has changed (e.g., number of documents in the project changes), whenever the total time for the project is estimated to increase or decrease by one week or more. Should any issues or problems that would significantly impact the plan become apparent during the planning of the project the Contractor will immediately notify the Government and suggest optional solutions when possible to address the issues or problems. A brief explanation of any delays or potential delays that the Contractor is aware of should be included for the appropriate phases.

All changes to the plan should be presented in a clear and comprehensive report and briefing.

Performance will be based upon:

All reports are presented in clear, concise, and comprehensive manner.

Timeliness of initial project plan – 1 week after the Government provides initial project data.

Timeliness for updating the project plan – within 2 workdays of a request by the Government to modify, or within 2 workdays after becoming aware of changes in the project planning criteria.

Completeness of plan – includes all required phases, dates, and accompanying explanations or reports.

Accuracy of plan – Projected dates are accurately determined, based upon a general project template including relationships between size (i.e., number of documents) and length of phases, or a specific template provided by the Government for the particular project.

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Determining Error Rates for Project Plan Development and Maintenance

For purposes of determining an error rate/quality incentive bonus, only timeliness will be assessed.

Determination of Speed for Project Plan Development and Maintenance

The term “Speed” refers to the percentage of project tasks that are completed on time. The timeliness error rate for each project task will be calculated in accordance with the following.

The Contractor will be allowed 1 week to deliver the initial project plan then up to 2 additional “iterations” over a maximum of 3 additional weeks. If after a maximum of 4 weeks and 2 revisions the project plan is not accepted by the Government, the Contractor will be considered to have failed to meet the timeliness requirement for this task. To calculate the error percentage to be charged, the total number of days late will be divided by the total number of allowable days; the error rate will then be incorporated into the overall error rates used to calculate an incentive or deduction.

B.12.2 Project Scope Definition

- Statement (definition) of subject matter
- List of US patents, and/or
- US Patent Classification system (USPC)/International Patent Classification system (IPC) Classifications to be included in the project

The Contractor should use the initial statement of scope provided by the Government, and/or a group of documents provided by the Government, to develop a comprehensive statement of scope. The comprehensive statement of scope includes a precise definition and lines of distinctions with other related areas of technology (i.e., classifications). It takes into account the group of documents provided, if any, as well as any additional relevant documents and/or classifications that are identified, normally by text searching of the US patent documents, by reviewing related areas in other classification systems (e.g., European Classification system (ECLA), Japan Patent Office (JPO) File Index (FI)) along with their titles and definitions, and by browsing documents in related classifications as necessary. The Contractor will inform the Government immediately of any issues or problems that are discovered or anticipated during the development of the project scope and provide optional solutions to the Government. The Contractor should be responsive to the Government’s input and make appropriate changes in scope in a timely manner.

Performance will be based upon:

Defining the Project’s scope in a clear, concise, and comprehensive manner.

Appropriate research and search strategies used in formulating the project scope and taking into account the Government Expert’s opinion.

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Defining the differences between the project scope and other areas of technology in a clear, concise, and comprehensive manner.

Identifying the complete body of art that encompasses the project scope by patent document numbers and/or classification symbols.

Timeliness for updating the project scope within 3 workdays after receiving input from the Government.

Timeliness in keeping to the project plan milestones and required turn around times.

Determining Error Rates for Project Scope Definition

For purposes of determining an error rate/quality incentive bonus, only timeliness will be assessed.

Determination of Speed for Project Scope Definition

The term “Speed” refers to the percentage of project tasks that are completed on time. The timeliness error rate for each project task will be calculated in accordance with the following.

The Contractor will be allowed 3 weeks to deliver the initial project scope definition document(s) then up to 2 additional “iterations” over a maximum of 7 additional days. If after a maximum of 4 weeks and 2 revisions the project scope definition is not accepted by the Government, the Contractor will be considered to have failed to meet the timeliness requirement for this task. To calculate the error percentage to be charged, the total number of days late will be divided by the total number of allowable days; the error rate will then be incorporated into the overall error rates used to calculate an incentive or deduction.

B.12.3 Initial Classification Schedule(s) and Classification Definition Development

- Incorporate input from Government experts about critical technological concepts that need to be specifically provided for
- Align with European Patent Office (EPO), JPO classification systems when possible
- Sample patents as needed to determine possible concepts or to validate concepts

The Contractor should use the statement of scope and/or a list of patent documents, and create a tentative classification schedule(s), along with draft definitions and appropriate notes. The Contractor should take into account (a) input from Government experts regarding needed concepts and problems searching the prior art, (b) classifications already existing in the EPO or JPO classification systems, and (c) a review of a sample of the patent documents within the project scope. The Contractor should follow Classification rules and principles provided by the Government. All documentation developed should be presented in a clear and comprehensive report. The initial definitions should include search notes to related areas identified during the project scope phase and/or provided by the Government. The Contractor will inform the Government immediately of any issues or problems that are discovered or anticipated during the development of the project schedule(s) and definitions and provide optional solutions when appropriate to the Government.

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Performance will be based upon:

Appropriate documentation that explains how all Government input, existing IP classification systems, and sample documents were taken into account (including reasons why existing IP classifications used by other IP Offices could not be used) in developing the new classification schedule(s) and associated definitions.

Incorporating whenever possible schedule alignments with the IPC.

The schedule(s) and definitions are clear, concise, and comprehensive and conform to all standards provided to the Contractor.

Timeliness in keeping to the project plan milestones and required turn around times.

Determining Error Rate for Initial Classification Schedule and Definitions

When the Task Order is issued, deadlines will be established for each project for which this task is ordered. Both quality and timeliness errors will be determined for each project.

To determine the quality error rate, the following types of errors will be identified and counted:

1. Any error which would result in the misclassification of documents or which requires the review and remarking of project documents due to errors in the schedule and/or definitions. (For example, incorrect first place priority rule; repetition of coordinate subclasses; indented subclasses appear to exhaust the outdent.)
2. Missing, incomplete, or inaccurate search references identified that concord with other search systems and the new classification grouping.
3. Missing, incomplete, and/or unclear definition, IPC Concordance reference(s), or indices entries. (For example, the definition lacks a statement of the similarities and differences between the technologies related to the project art areas; a definition does not clearly define the art area.)

If a class or subclass has more than one countable error, only one error will be counted for purposes of the error calculation. To determine the error percentage, the total number of errors will be divided by the total number of subclasses to determine an error percentage.

Subclass concept error may apply to a subclass array (e.g., an array out of correct top to bottom position order), in which case the error is counted only once not once for each subclass in the array. If a new class is developed a main class definition will be treated as a single subclass for calculation purposes.

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Determination of Speed for Initial Classification Schedule and Definitions

The term “Speed” refers to the percentage of project tasks that are completed on time. The timeliness error rate for each project task will be calculated in accordance with the following.

When the Task Order is issued, a final deadline as well as critical milestones will be established for each project for which this task is ordered. A timeliness error percentage will be calculated by dividing the total number of days late (for any milestone or the final deadline) by the total number of allowable days.

B.12.4 Schedule(s) Testing

- Sample of test documents determined by the USPTO
- Test for lopsided distribution
- Additional concepts to be included (input from Government experts is critical)
- Refine definitions

The Contractor should use the test documents for testing the tentative classification schedule(s) and definitions. The Contractor should keep the Government informed of any changes to the schedule(s) and definitions needed. The Contractor should notify the government as soon as possible of any significant problems discovered during the testing. For international projects, the Contractor will compare the reclassification results of each Office and should provide interpretation that is comprehensible, unambiguous and consistent throughout the test collection. The Contractor should classify the documents correctly and according to the rules and practices of Classification. The Contractor should anticipate as much as possible issues or problems that can arise during the testing of the schedule(s) and provide optional solutions when appropriate to the Government.

Test Case Evaluation of the Schedule(s) and Definitions

The schedule(s) and the definitions should be evaluated at the end of the test period, or at any time when a progress review or evaluation is required. The testing phase is considered to be at an end when a schedule(s) has been completed, each subclass has been defined, and all the test documents have been given a classification. At this point, the schedule(s) and definitions should be substantially in final form except for their search notes.

Performance will be based upon:

All test documents are submitted with the correct classifications according to the classification rules and in accordance with all standards provided to the Contractor.

Classification of the test documents follow the appropriate classification rules, such as top to bottom priority rule.

Adjusting and refining the schedule(s) and definitions are done in a timely manner and reported to the Government – within 3 workdays of a request by the Government to modify, or after becoming aware of changes needed in classification of documents, schedule(s), or definitions.

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Timeliness in keeping to the project plan milestones and required turn around times. All reports and analysis (including reports and analysis of other IP classifications) are clear, concise, and comprehensive.

Sample size of at least 5% of the documents classified, or a minimum of 100 documents will be reviewed for accuracy of classification.

Determining Error Rates for Schedule Testing

When the Task Order is issued, deadlines will be established for each project for which this task is ordered. Both quality and timeliness errors will be determined for each project.

To determine the quality error rate, the following types of errors will be identified and counted:

1. Missing, incorrect, or incomplete classification type indicator.
2. Missing, incorrect, or invalid classification.
3. Missing or incorrect transaction code.
4. Any additions or changes to schedules and/or definitions which result in
 - the misclassification of documents or which require the review and remarking of project documents due to errors in the schedule and/or definitions;
 - missing, incomplete, or inaccurate search references identified that concord with other search systems and the new classification grouping; and/or
 - missing, incomplete, and/or unclear definition, IPC Concordance reference(s), or indices entries.

If a document has more than one error from categories 1, 2, or 3 above, or a class or subclass has more than one countable error from category 4, only one error will be counted for purposes of the error calculation. To determine the document error percentage, the total number of errors will be divided by the total number of documents reviewed. To determine the error percentage for schedule/definition changes, the total number of errors will be divided by the total number of added or changed subclasses to determine an error percentage. The resulting two error rates will then be added together to determine an overall error rate for this task.

Determination of Speed for Schedule Testing

The term “Speed” refers to the percentage of project tasks that are completed on time. The timeliness error rate for each project task will be calculated in accordance with the following.

When the Task Order is issued, a final deadline as well as critical milestones will be established for each project for which this task is ordered. A timeliness error percentage will be calculated by dividing the total number of days late (for any milestone or the final deadline) by the total number of allowable days.

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B.12.5 Project Documentation Development

- Prepare classification order
- List of classifications to be abolished and established
- New schedule(s) and definitions
- Search Notes to definitions
- Changes to external definitions
- Source and Disposition lists
- Changes to the Index to USPC
- Changes to USPC-to-IPC Concordance
- Changes to “Classes Arranged By Related Subject Matter”, as needed

The Project documentation consists of all documentation required to effect all changes resulting from a reclassification project. The number of errors found in the project documentation components will be determined by the government to assess the quality.

The Project documentation is used to update all areas in the classification systems that are related to a project, and to create a Draft Classification Order describing the changes to users of the USPC. This includes all information necessary to incorporate the new schedule(s) into the USPC, updating USPC-IPC Concordance, The Index to the USPC, and references to the related areas in other classes, and other classification systems. Definitions may also include, where appropriate, notes to other subclasses and classes having related or similar technology, notes to exceptions or examples, and glossary terms.

The schedule(s) and definitions reviewed at the end of the testing phase should be reviewed again to make certain that changes suggested during the review have been entered and any additional changes or modifications made by the Contractor are consistent therewith.

The characteristics to be rated are the quality of the classification concepts and the quality of the written expression of these concepts in the titles and definitions.

An error in a classification concept is a flaw in applying the rules or principles of classification. Such flaws are apparent from the title, definition, and relative hierarchy e.g., first place priority rule position or classified documents. An error in written expression is a flaw in the description of the subject matter of the classification concept in the title, definitions, or search notes. Quality evaluations of both the classification concepts and the written expression are based on USPC and/or IPC practice and procedures and its subsequent revisions. The quality of the written expression is also based on current standards of correct, idiomatic English usage.

Performance will be based upon:

The Project Documentation is clear, concise, and comprehensive and conform to all standards provided to the contractors.

Timeliness in keeping to the project plan milestones and required turn around times.

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Determining Error Rates for Project Documentation Development

To determine the quality error rate, the following types of errors will be identified and counted:

1. Conceptual or positioning errors in the class/subclass, e.g., an array out of correct top-to-bottom position order; incorrect first place priority rule; repetition of coordinate subclasses. If a subclass array includes subclasses out of correct top to bottom position order, the error is counted only once and not once for each subclass in the array.
2. Deficiencies in any of the documentation such that it is not clear, concise, and comprehensive and in accordance with established standards. For example,
 - missing search notes;
 - definition does not clearly define the art area;
 - inaccurate search references to other classifications ;
 - failure to revise USPC Index terms.

If a class/subclass has more than one error from category 1 or 2 above, only one error will be counted for purposes of the error calculation. To determine the document error percentage, the total number of errors will be divided by the total number of classes/subclasses in the project. To determine the error percentage, the total number of errors will be divided by the total number of subclasses to determine an error percentage.

If a new class is developed a main class definition will be treated as a single subclass for calculation purposes.

Determination of Speed for Project Documentation Development

The term “Speed” refers to the percentage of project tasks that are completed on time. The timeliness error rate for each project task will be calculated in accordance with the following.

When the Task Order is issued, a final deadline as well as critical milestones will be established for each project for which this task is ordered. A timeliness error percentage will be calculated by dividing the total number of days late (for any milestone or the final deadline) by the total number of allowable days.

B.12.6 Document Classification

- US patents and PGPubs
- Foreign patent documents as needed
- Results in list of patent/PGPub numbers with new classification codes for each (working numbers)

The Contractor should apply classification rules when reclassifying the documents. The Contractor should always take into account all inventive information contained within the document and provide additional classifications whenever they would be useful for search purposes. The Contractor should correctly classify all documents from lists provided by the government using appropriate symbols i.e., classification codes or working numbers.

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In this area the Contractor's work will be based on the length of time used to classify documents measured against the time allotted for this function and the accuracy of the documents placed. For discretionary cross references there must always be some disclosure within the document to support the placement in the selected classification.

For documents with only an English abstract a classification will be considered correct if there is any disclosure in the abstract and/or drawings to support it.

The Government will review a randomly selected sample of at least 5% of the documents classified, or a minimum of 100 documents, to assess the quality of work being performed by the Contractor.

Any documents identified as errors during government review or having invalid classification must be corrected by the Contractor at no cost to the Government.

Performance will be based upon:

All appropriate classifications are given for each document to be reclassified and all classification rules are followed, e.g., first place priority rule.

Notifying the government immediately of any problems encountered that could require changes in the classification schedule(s), and providing all options for addressing the problems.

Adjusting or refining the schedule(s) and definitions where necessary in a timely manner – within 1 week after the Government approves changes proposed by the contractor, or required by the government. This includes changes in the classification of documents, schedule(s), or definitions by the Contractor.

Timeliness in keeping to the project plan milestones and required turn around times. All reports are clear, concise, and comprehensive.

Determining Error Rates for Document Classification

To determine the quality error rate, the following types of errors will be identified and counted:

1. Missing, incorrect, or incomplete classification type indicator.
2. Missing, incorrect, or invalid classification.
3. Missing or incorrect transaction code.

If a document has more than one error from categories 1, 2, or 3 above, only one error will be counted for purposes of the error calculation. To determine the document error percentage, the total number of errors will be divided by the total number of documents reviewed.

Determination of Speed for Document Classification

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The term “Speed” refers to the percentage of project tasks that are completed on time. The timeliness error rate for each project task will be calculated in accordance with the following.

When the Task Order is issued, a final deadline as well as critical milestones will be established for each project for which this task is ordered. A timeliness error percentage will be calculated by dividing the total number of days late (for any milestone or the final deadline) by the total number of allowable days.

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Performance Based Price Adjustments

Price adjustments are designed to provide incentives and to assure performance of all requirements at or above the Government's Acceptable Quality Level. Prices listed in the Offeror's proposal and subsequently incorporated via contract award will be subject to the following performance based adjustments:

Speed	Error Rate	Incentive Paid
When CLIN is completed within ____% of Time Standard	When CLIN Error Rate is ____%	The following unit price adjustment will be applied per CLIN for the evaluated period
98%	0-1%	6% of CLIN price added to CLIN
98%	1.11-2%	4% of CLIN price added to CLIN price
98%	2.01-3.49%	2% of CLIN price added to CLIN price
98%	3.5-5%	None (CLIN price will be paid)
98%	5.01-10%	5% of CLIN price subtracted from CLIN price
98%	10.01-15%	15% of CLIN price subtracted from CLIN price**
98%	15.01-20%	25% of CLIN price subtracted from CLIN price**
95-97.9%	0-5%	5% of CLIN price subtracted from CLIN price
95-97.9%	5.01-10%	10% of CLIN price subtracted from CLIN price
95-97.9%	10.01-15%	15% of CLIN price subtracted from CLIN price**
95-97.9%	15.01-20%	25% of CLIN price subtracted from CLIN price**
Less than 95%	Any	**

****Contractor performance at this level may lead to termination for default.**

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Option Terms

Annually, a contract review board will convene to determine whether or not an option year will be added to the contract based upon the contractor's performance during the course of the previous year. In order to be eligible for an award term, the contractor must perform at the acceptable quality level, defined as an Error Rate of 5 % or less and a Speed rating of at least 98% during the review period. Additionally, award of an option term year will be based on subjective criteria such as the quality of the contractor's performance on Project Plan Development and Maintenance and Project Scope Definition tasks and the contractor's relationship with the USPTO.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION and BACKGROUND

The United States Patent and Trademark Office (USPTO) has as one of its responsibilities the maintenance of the US Patent Classification system (USPC) and also participates in the maintenance of the International Patent Classification system (IPC). The primary purpose of these classification systems is to help examiners conduct efficient prior art searches of patent information. The USPC and IPC are updated by performing reclassification projects, which reorganize technological areas of patented and pre-grant published application (PGPub) subject matter into an optimal structure for classifying, searching, and retrieving patent information.

The USPC and IPC have various rules for classifying and retrieving patent documents. The USPC rules and other detailed information about the USPC can be found in the Handbook on Use of the USPC [<http://www.uspto.gov/web/offices/pac/dapp/sir/co/examhbk/index.htm>]. The USPC presently includes over 400 broad subdivisions called classes, which in turn are subdivided into subclasses. There are currently over 150,000 subclasses. The separate classes cover design, utility and plant patent documents. All US patents and published applications are classified in the USPC, as are a majority of non-US patent documents prior to 1996.

Each granted US patent receives an original (OR) classification based upon a claimed invention. It may also receive one or more cross reference (XR) classifications covering other claimed inventions, as well as additional information disclosed in the specification and considered useful for examiner searches. Each PGPub of a US application receives a primary classification that best covers the inventive concept, and may receive one or more secondary classifications that cover additional invention information or other disclosed information useful for examiners' searches.

Criteria for selecting areas for reclassification include subclass size and growth, gathering scattered documents, search activity, and coverage of new or emerging technologies. Currently during a typical reclassification project at the USPTO, the examiner and/or classifier creates a tentative classification schedule(s), tests it by classifying a sample of patent documents included in that schedule, drafts definitions and makes appropriate changes to all the classification reference materials (e.g., the USPC index and the USPC-International Patent Classification concordance). After testing is complete and the schedule is approved, all documents are classified into the new schedule(s); definitions and other documentation are finalized. Once all of the work has been completed, and all of the patent documents have been reclassified into the new schedule(s), the project is submitted for final review and then scheduled for data processing. An advance order detailing all changes to the classification system is issued approximately 4 weeks after the project is submitted to alert examiners and others and identify any potential errors. Eight weeks after the advance order, a final order makes the changes official in the classification data system (CDS).

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International Cooperation on Patent Classification

In order to reduce workloads, the Trilateral Offices - USPTO, Japan Patent Office (JPO) and European Patent Office (EPO) - have for the past three years been involved in a joint effort to align or “harmonize” their respective classification systems. As part of this effort, the Offices have jointly supported and have been actively involved in reforming the current International Patent Classification (IPC) system. The reformed IPC will include many features of the current USPC including a dynamic master classification data (MCD) file. The reformed IPC is scheduled for implementation in January 2006. Any common classification schedules arising from Trilateral “harmony” projects will be incorporated into the IPC and the USPC. The Trilateral Offices intend to jointly reclassify patent documents into any new classification schedules created through a harmony project. There are currently about 25 ongoing joint (bilateral or trilateral) reclassification projects. Slightly revised procedures apply to these international reclassification projects, in accordance with a project template agreed upon by the three offices (See Trilateral Operation Procedures (TOPS)).

The IPC rules and other detailed information about the IPC can be found at www.wipo.int/classifications/ipc/.

C.2 SCOPE

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise provided or specified) to perform the following Statement of Work/Specifications. This statement of work (SOW) describes contractor responsibilities. The Government, through the issuance of signed task orders, will order some or all of the requirements of this statement of work, listed in Section C.3, and will provide the contractor with specific delivery dates and times. The duration of each task order will be determined in large part by the number of documents in the scope of the project. All project materials will be made available to the Contractor electronically by the Government unless otherwise specified. U.S. and foreign documents to use for performance of the work can be found, for example, at www.uspto.gov, www.espacenet.com and www.jpo.go.jp.

C.2.1 Applicable Reference Materials

The Contractor will find useful information on reclassification project processing on the classification home page at: <http://www.uspto.gov/web/offices/opc/>

- Manual of Classification (MOC)
- Handbook on Classification
- Trilateral Office Procedures (TOPS)
- International Patent Classification Eighth Edition (2006) Guide
- Concept of Operation of the Reformed IPC (IPC CONOPS)
- Revision Practice and Procedure in the Reformed IPC

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Guidelines for Determining Where to Classify Patent Documents within the IPC
Guidelines for Determining Subject Matter Appropriate for Obligatory and
Nonobligatory Classification (i.e., “What” to Classify within Patent Document
Disclosure))
USPC Classification Order Example

C.2.2 Office Automation Tools

C.2.2.1 The Contractor shall use Microsoft Office 2000 (or above and must be compatible to the version used by the USPTO) products such as MS Excel and MS Word when developing, updating and submitting the project plans, document lists, reports and all textual materials in the approved versions and formats.

C.3 TECHNICAL REQUIREMENTS

C.3.1 Project Plan Development and Maintenance

A Project Plan is required for each reclassification project in order to properly plan and track the various project phases. Anticipated timelines are developed based on the estimated number of documents in the project and are updated to reflect actual performance. In addition, a project plan contains information on the project scope—both the original and the current if the scope has been revised.

C.3.1.1 The Government will electronically provide the Contractor with an initial Proposal of Project Scope. The scope of the project is defined by the metes and bounds of the technical subject matter that is covered in the documents to be reclassified. The number of documents in the scope of the project will be used to determine the amount of time a project requires. The Contractor will use a project plan template as described in TOPS or otherwise instructed by the Government in the task order.

C.3.1.2 The Contractor is responsible for the successful completion of the requirements under Project Plan Development and Maintenance.

C.3.1.3 The Contractor is responsible for submitting an initial project plan, including timelines for developing a proposed classification schedule(s) and a project milestone schedule with specific time intervals between working phases. A typical project plan will include timelines for finalizing the project scope, developing the classification schedule(s), testing the schedule(s), reporting the results, assigning and delivering the classifications of the documents in the project, and delivering the completed Draft Classification Order.

C.3.1.4 The Contractor will be responsible for providing a correct and updated project plan during the life cycle of the project. This includes but is not limited to monitoring progress of the project and providing updated changes to the milestone schedule as needed, tracking time allotted to each task and reporting on actual completion dates. The Contractor shall refer to TOPS for a detailed description of project phases. The Contractor shall use MS

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Word to develop, update and submit the project plan in the approved format. The Government will complete a review of the Contractor submitted deliverables and within 2 weeks identify any problems and return the deliverables to the Contractor for correction. At that time the Government will provide the contractor with a revised delivery date for submission of the corrected, final deliverables. The Government will accept or reject the deliverables in writing.

C.3.1.5 The Contractor is required to attend status meetings with Government representatives as requested, normally on a biweekly basis. During the status meeting the Contractor is required to provide an updated report on the task order including a report by labor category of hours worked.

C.3.2 Project Scope Definition

During project scope definition a precise description of the technology to be covered by the project and the lines of distinction with other technology areas are developed. The project scope takes into account the group of documents provided, if any, as well as any additional documents or related US and IPC classifications that are subsequently identified and approved for inclusion in the project.

C.3.2.1 The Government will provide the Contractor with an initial project scope. The initial project scope may be a term or a brief description of the technological area, and/or a listing of classification symbols, and/or a list of documents that represent an area of technology.

C.3.2.2 Using the initial project scope information, the Contractor will identify relevant existing US or IPC based (e.g., ECLA, JPO, FI) classifications, and/or relevant US Patent documents for inclusion in the project. Further, the Contractor shall investigate current US classification definitions and their reference search notes for related areas.

C.3.2.3 In accordance with the completion date identified in the task order, the Contractor shall deliver to the Government a project scope recommendation, including all relevant US and International Classifications and supporting documentation (e.g., a brief description of the technological area and boundaries with related areas). The Contractor also shall deliver documentation of research and search strategies used and all evaluation and screening notes on documents and classifications considered in formulating the project scope. All document lists should be prepared using MS Excel; all textual materials should be prepared using MS Word.

C.3.2.4 The Contractor is required to attend status meetings with Government representatives as requested, normally on a biweekly basis. During the status meeting the Contractor is required to provide an updated report including a report by labor category of hours worked and project information as required by the Government. All data forwarded to the Government must be in the required format(s). The Government will provide feedback and direction to the Contractor on continuation of the work at the status meetings.

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C.3.2.5 The Government will complete a review of the Contractor submitted deliverables and within 2 weeks identify any problems and return the deliverables to the Contractor for correction. At that time the Government will provide the contractor with a revised delivery date for submission of the corrected, final deliverables. The Government will accept or reject the deliverables in writing.

C.3.3 Initial Classification Schedule(s) and Classification Definition Development

Initial Classification Schedule(s) and Classification Definition Development is the process by which the statement of scope and/or a list of patent documents are used to create a tentative classification schedule, along with draft definitions, including search references, appropriate notes, and concordances with other classification systems (e.g., IPC).

C.3.3.1 The Government will issue a task order to the Contractor to provide key elements with the relevant classifications and/or document identifiers. The key elements that will be provided are (a) input from Government experts regarding needed concepts and problems searching the prior art, (b) classifications already existing in the EPO or JPO classification systems, and (c) a review of a sample of the patent documents within the project scope.

C.3.3.2 Upon receipt of a task order, the Contractor will consult with the designated Government experts to obtain input on the needs of the USPTO, input on strategies for subdividing the technology, and to develop strategies for harmonizing with EPO and/or JPO classification schedules (located on EPO and JPO web sites). In addition, the Contractor will research and evaluate existing EPO and JPO classification schedules (i.e., ECLA, FI) to determine their usefulness as a basis for the new schedule(s). If the Contractor can build on an existing schedule (e.g., IPC) they must do so. If after the research is completed it is determined that an existing classification schedule cannot be used, the Contractor shall document the reasons for that determination.

C.3.3.3 The Contractor shall review a sample of the documents within the project to develop the breakdowns or groupings to use in subdividing the technology. The size of the sample the Contractor shall use will be determined by the guidelines provided by TOPS, ANNEX1 or other Government instructions. This step is generally referred to as a rough sort. The sample will be weighted with more recent dated documents.

The Contractor will provide the Government with a proposed schedule(s), including related definitions, arranged in hierarchical order according to classification rules as specified by the Government e.g., first place priority rule. The Government will review the Contractor submitted deliverables and notify the Contractor in writing of any issues or problems identified during the review(s). Then the Contractor will modify the proposed schedule(s) and definitions in accordance with input provided by the Government. The Contractor will correct and resubmit the deliverables to the Government no later than 2 weeks following receipt of the initial and subsequent review results. This may require several iterations. The

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Contractor shall submit the deliverables in MS Word for textual material and MS Excel for document lists in accordance with the delivery dates provided in the task order.

C.3.3.4 The Government may require the Contractor to use working numbers, which will be provided in the task order, when developing a new classification schedule(s) and classifying documents therein. Working numbers are temporary classification designations used during developing a classification schedule.

C.3.3.5 The Contractor is required to attend status meetings as requested by the Government representatives, normally on a biweekly basis, and provide modified classification schedule(s) and classification definition updates to the Government representatives. The status report also must include a report by labor category of hours worked. All work shall be completed in accordance with the schedule set forth in the task order. All data forwarded to the Government must be in the required format(s). The Government will provide feedback and direction to the Contractor on continuation of the work at the status meetings.

C.3.4 Schedule(s) Testing

Schedule(s) testing is the process of assigning new classifications to a selected group of patents to test the new schedule(s) and definitions for determining hierarchical problems or other flaws in the proposed schedule(s). The schedule(s) and definitions are subsequently adjusted and refined as appropriate.

C.3.4.1 The Government will issue a task order to the Contractor to provide a classification schedule(s) with working numbers and draft classification definitions for that schedule. The Government also will provide a list of US patent document identifiers (document numbers) that constitute a representative sample of the patent documents in the project that are to be classified into the schedule(s).

C.3.4.2 The Contractor shall test the new classification schedule(s) and definitions by classifying the patent documents. The Contractor will assign either the Primary or OR classification to each document using the appropriate working numbers or existing classifications if the document is transferred out of the areas defined by the project scope. At the option of the Government, the Contractor also may be required to provide all mandatory and discretionary classifications for those same documents.

C.3.4.3 If during schedule(s) testing the Contractor identifies problems or flaws in the schedule(s) and/or definitions, they should contact the Government immediately and provide a statement of the problem and suggested adjustments to the schedule(s) and/or definitions as appropriate in MS Word. The Contractor will provide a list of documents in MS Excel including a rationale that exemplifies each problem with the schedule(s). Examples of problems or flaws the Contractor may identify are:

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- lopsided distribution of OR and Primary classifications,
- overly narrow or overly broad definitions, or
- problems with positioning of subclasses in the schedule(s).

The Government will provide comments on any identified problems within 2 weeks and the Contractor will make required changes to the schedule(s) and/or definitions. The Contractor will then continue the document placement according to the Government timeline and rework any documents affected by the schedule and/or definition changes. The contractor will also provide a final schedule(s) and/or definitions.

C.3.4.4 After schedule(s) testing is completed, the Contractor will provide the Government a report in MS Word on the test results. As part of this report, the Contractor must provide a count of documents placed in each new classification and must provide the following information for each document in an MS Excel spreadsheet:

- document identifier, i.e., patent or document number
- new classifications, e.g., working number and/or final number
- old classifications, e.g., USPC, IPC
- transaction codes, e.g., T for transfer, C for cancel, A for Acquire
- classification type, e.g., OR for original reference, P for primary, S for secondary, XR for cross reference.

In addition, the report must identify any changes that occurred in the schedule(s) and/or definitions e.g., new classifications that were added, moved, modified, or deleted.

C.3.4.5 Using Government provided information and as required by the task order, the Contractor will compare classifications previously assigned by them to classifications assigned to those same documents by other Intellectual Property (IP) offices. Contractor also may be required to review documents which were classified only by other IP offices. The Contractor shall prepare and provide to the Government a summary of findings including an analysis of the possible reasons for any discrepancies.

C.3.4.6 The Contractor is required to attend status meetings as requested by the Government representatives, normally on a biweekly basis, and provide reports on schedule(s) testing, including a report by labor category of hours worked, to the Government representatives. All work shall be completed in accordance with the schedule set forth in the task order. All data forwarded to the Government must be in the required format(s). The Government will provide feedback and direction to the Contractor on continuation of the work at the status meetings.

C.3.5 Project Documentation Development

Documentation is developed to update all areas in the classification systems that are related to a project. Using a new schedule(s), its associated definitions, and all reference documentation that relates to the project a Draft Classification Order is created. This order includes all

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information necessary to incorporate the new schedule(s) into the USPC and update the USPC-IPC Concordance, The Index to the USPC, and references to the related definitions in other classes, and other classification systems. For IPC project documentation see International Patent Classification Eighth Edition (2006) Guide.

C.3.5.1 The Government will provide the following information to the Contractor:

- final draft of new classification schedule(s) and definitions,
- list of documents previously classified into the new schedule(s),
- translation table, and
- information on external search notes, and references.

In addition, the Government will make available for the contractor's use an MS Word template containing the formats to be followed to prepare a Draft Classification Order.

C.3.5.2 Using the Government-provided information and in accordance with the information contained in ANNEX1 and all classification standard documents available to the contractor for USPC projects and any USPC Government issued classification bulletins, the Contractor shall create a Draft Classification Order, consisting of sections A through E, which includes the following information:

- a completed classification "lead sheet" containing summary information about the project;
- a classification schedule(s) hierarchically arranged in accordance with ANNEX 1 and all classification standard documents available to the contractor with final numbers shown;
- classification definitions for each new class and subclass with a precise statement (scope) of the subject matter of the documents to be classified therein, appropriate search reference notes, including ECLA and JPO FI, explanatory notes, and other information as needed for clarity, such as a glossary of terms;
- updates to the USPC Index that relate to the reclassification project subject matter;
- a concordance listing between each new US class/subclass and the corresponding IPC, and/or an IPC based classification system such as ECLA or JPO FI.

For IPC project documentation and formatting see International Patent Classification Eighth Edition (2006) Guide.

C.3.5.3 The contractor must electronically submit the completed Draft Classification Order by the time specified in the task order. The Government will review the proposed order and accept or reject within 45 days of receipt. As the order is prepared for publication, the contractor will be required to answer questions and resolve problems identified.

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C.3.5.4 The Contractor is required to attend status meetings as requested by the Government representatives, normally on a biweekly basis, and provide reports on project documentation development, including a report by labor category of hours worked, to the Government representatives. All work shall be completed in accordance with the schedule set forth in the task order. All data forwarded to the Government must be in the required format(s). The Government will provide feedback and direction to the Contractor on continuation of the work at the status meetings.

C.3.6 Document Classification

Document placement is the process of assigning all final classifications to each and every document in the project.

C.3.6.1 The Government will issue a task order to the Contractor to provide the final classification schedule(s) with working numbers and definitions, a list of patent documents to be classified in the final schedule(s), and the required format for data returned to the Government.

C.3.6.2 In accordance with USPC and IPC classification placement rules, the contractor shall assign all required working and/or final numbers and provide the appropriate information, identified in ANNEX1 and all classification standard documents available to the contractor, for each patent document listed in the Government-provided information; e.g.

- PGPub documents: Primary, Mandatory Secondary, and Discretionary Secondary classifications;
- US Patents: Original (OR), Mandatory (XR), and Discretionary (XR) classifications.
- Patent Documents: Obligatory or Mandatory and Nonobligatory or Discretionary

Any document on the list whose OR or Primary classification was abolished by the reclass project **must** have a new OR or Primary classification assigned. The contractor must record each document's assigned classifications on an Excel spreadsheet in the format provided by the Government.

C.3.6.3 Newly published patent documents falling within the scope of the project will be identified by the Government on a weekly basis and a list provided to the Contractor in MS Excel. These new documents are identified during the course of a reclassification project and up to 6 months after the project is completed and submitted for publication. Typically the numbers of documents decrease soon after publication of the project. The Contractor shall assign new classifications to the listed documents and return the list to the Government within 1 week of receiving the list. The Contractor must provide the following information for each document in an MS Excel spreadsheet:

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- document identifier, i.e., patent or document number
- new classification, e.g., working number, and/or final number
- old classification, e.g., USPC, IPC
- transaction code, e.g., T for transfer, C for cancel, A for Acquire
- classification type, e.g., OR for original reference, P for primary, S for secondary, XR for cross reference.

C.3.6.4 The Contractor will prepare and submit to the Government a separate list of the documents on the complete project list having no claimed disclosure within the technical scope of the project (i.e., having no mandatory classification within the project area). For each number listed, the contractor may be asked to provide the rationale for excluding the document from the project scope.

C.3.6.5 The Contractor is required to attend status meetings as requested by the Government representatives, normally on a biweekly basis, and provide reports on document placement, and report problems, including a report by labor category of hours worked, to the Government representatives. All work shall be completed in accordance with the schedule set forth in the task order. All data forwarded to the Government must be in the required format(s). The Government will provide feedback and direction to the Contractor on continuation of the work at the status meetings.

C.3.6.6 Within 1 week of receiving the data, the Government will determine its readability. In the event data is unreadable, the contractor must provide readable data within 1 business day of receiving the replacement request. The Government will review the Contractor's document placement and accept or reject the work in accordance with the task order. If a document is found to have a nonexistent working number or final number the document will be returned to the Contractor for correction and will be considered an error. Errors identified by the Government will be corrected by the contractor at no additional cost to the Government.

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SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Any deliverable/report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Deliverables, reports and manuals may also be requested to be submitted electronically.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

Clause	Title	Date
52.246-4	Inspection of Services Fixed-Price	August 1996

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN

The Government Quality Assurance Surveillance Plan (QASP) will be negotiated with the contractor at the time of contract award and will incorporate the contractor's proposed quality control plan. The QASP is designed to ensure quality assurance in order to meet the quality standards specified in Section C. See Section L.4 for proposal requirement.

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984
52.247-34	F.o.b. Destination	November 1991

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of this contract is as follows:

Contract Period I	Date of Award to one year thereafter
Contract Period II	Date of Option Exercise to one year thereafter
Contract Period III	Date of Option Exercise to one year thereafter
Contract Period IV	Date of Option Exercise to one year thereafter
Contract Period V	Date of Option Exercise to one year thereafter

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to four one-year extensions respectively. Delivery orders or task orders will not be issued prior to the availability of appropriated funds from which expenditures thereunder may be made.

F.3 ORDERING PROCEDURES

- A. As required, the Contracting Officer will issue a modification to the contract providing funding for the task or delivery order.
- B. Services to be furnished under this contract shall be ordered by the issuance of a task or delivery order (Sent to the Contractor via electronic mail/fax from the Contracting Officer (CO)).
- C. All orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any task or delivery order.

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D. An order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

E. Orders issued will be at the fixed unit prices awarded for CLIN 0001 through CLIN 0006 and within the delivery times specified.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

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G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: (to be designated at contract award)
ADDRESS: U.S. Patent and Trademark Office
(to be designated at contract award)
PHONE NO: (to be designated at contract award)

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) For Search File Reclassification Services work completed by the contractor and inspected and accepted by the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) An invoice shall be provided for each completed CLIN from an executed task/delivery order. To constitute a proper invoice, the invoice must include the following information or attached documentation:

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- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and task/delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific task/delivery order;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Production or other reports as required by the Government.

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

G.5 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices after completion of each CLIN ordered.

G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) If requested, a form will be provided to the successful contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

PERIOD	START DATE	END DATE
Contract Period II	Date of Option Exercise/Award Term	One year thereafter
Contract Period III	Date of Option Exercise/Award Term	One year thereafter
Contract Period IV	Date of Option Exercise/Award Term	One year thereafter
Contract Period V	Date of Option Exercise/Award Term	One year thereafter
Contract Period VI	Date of Option Exercise/Award Term	One year thereafter
Contract Period VII	Date of Option Exercise/Award Term	One year thereafter
Contract Period VIII	Date of Option Exercise/Award Term	One year thereafter
Contract Period IX	Date of Option Exercise/Award Term	One year thereafter
Contract Period X	Date of Option Exercise/Award Term	One year thereafter

H.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

H.3 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

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- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.4 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Technical Manager
Any Key Personnel proposed in Section L.3.4

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any

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additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.5 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	January 20, 2009

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the contractor when early release of Federal employees has been authorized.

H.6 SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the contractor's employees who will work in USPTO shall be required to undergo specific suitability assessment processing.

(1) Suitability or Risk Level

The suitability or risk level for this contract has been determined to be: moderate.

(2) Contractor Performance Requirements

(a) The contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be an U.S. Citizen, or

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if a non-U.S. citizen, have official legal status in the United States and have continuously resided in the United States for the last FIVE years.

(b) Prior to commencing work under this contract, the contractor shall submit or have their employee submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the Contracting Officer's Technical Representative (COTR) for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable will be provided by the servicing security officer.

(c) The contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.

(d) The contractor shall immediately remove any employee from any work requiring access to Department of Commerce buildings or facilities if directed in writing by the Contracting Officer.

(e) Failure to comply with the suitability processing requirements may result in termination of the contract for default.

(3) Government Responsibilities

(a) The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.

(b) The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.

(c) The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:

(i) Conviction of a felony, a significant history of violent behavior or moral turpitude.

(ii) Falsification of information entered on suitability screening forms or of other documents submitted to the Department.

(iii) Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the

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Government regardless of whether the conduct was directly related to the contract.

(iv) Any behavior judged to pose a threat to personnel, property or programs of the Department.

(d) In as much as this contract does not involve access to national security classified information the Government will not use the resultant suitability or risk assessment processing as a basis to issue a security clearance to any employee associated with this contract.

H.7 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the USPTO may terminate the contract for default, debar the Contractor from USPTO contracting, or pursue such other remedies as may be permitted by law or the contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.8 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

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H.9 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

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H.11 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract.

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(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

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SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov>.

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-07	Central Contractor Registration	October 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices.	October 1997
52.216-22	Indefinite Quantity	October 1995
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	January 2002
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement.	August 1996
52.227-03	Patent Indemnity	April 1984
52.227-14	Rights in Data- General	June 1987
52.232-1	Payments	April 1984
52.232-17	Interest	June 1996
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003

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52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.237-03	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes—Fixed price	August 1987
52.245-04	Government Furnished Property	June 2003
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
52.249-08	Termination For Default (Fixed Price Supply or Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than the minimum stated per CLIN (See Section B) then the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the maximum stated per CLIN (See Section B);

(2) Any order for a combination of items in excess of total award value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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I.4 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

DECEMBER 2004

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 ANNEX I – U.S. Patent Classification – Reclassification standards (5 pages)
 - J.1.1 Draft Class Order Style Template – Classification Order XXXX (4 pages)
- J.2 Revision Policy and Revision Procedure for the Reformed IPC (IPC/CE/33/12 ANNEX IV Meeting Documentation) (7 pages)
- J.3 Guidelines for Determining Subject Matter Appropriate for Obligatory and Nonobligatory Classification (i.e., “What” to Classify Within Patent Document Disclosures) (IPC/CE/32/12 ANNEX VI Meeting Documentation) (4 pages)
- J.4 Guidelines for Determining Where to Classify Patent Documents Within the IPC (IPC/CE/34/10 ANNEX VII Meeting Documentation) (9 pages)
- J.5 International Patent Classification Eighth Edition (2006) Guide (IPC/CE/34/10 ANNEX VI Meeting Documentation) (37 pages)
- J.6 Trilateral Operation Procedures (TOPS) (15 pages)
- J.7 World Intellectual Property Organization (WIPO) – Concept of Operations for the Reformed IPC (24 pages)
- J.8 U.S. Patent Document & Pre-Grant Publication Identification Numbers (Class 210) (2 pages)
- J.9 U.S. Patent Document & Pre-Grant Publication Identification Numbers (Class 239) (2 pages)
- J.10 U.S. Patent Document & Pre-Grant Publication Identification Numbers (Class 713) (10 pages)
- J.11 Schedule for Sample 2 (19 pages)
- J.12 Schedule for Sample 3 (11 pages)
- J.13 Past Performance Questionnaire (3 pages)

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.204–8 Annual Representations and Certifications.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/>

Clause	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	June 1999
52.211-06	Brand Name or Equal	August 1999
52.214-34	Submission Of Offers In The English Language	April 1991
52.214-35	Submission Of Offers In U.S. Currency	April 1991
52.215-01	Instructions to Offerors—Competitive Acquisition	January 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Performance Based Services Contract (PBSC) with ten (10) Contract periods (one one-year base period, five one-year award terms, and four one-year option periods) resulting from this solicitation.

L.3 INVITE AND RECEIVE OFFEROR SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.4 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

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L.4 PROPOSAL REQUIREMENTS

Offerors are required to submit an original and five (5) copies of the following in response to the solicitation:

- Volume I
 - A. Reclassification Test Results
 - B. Technical Approach
 - C. Quality Assurance Plan
 - D. Key Personnel Resumes
 - E. Past Performance
 - F. Small Business Subcontracting Plan or Teaming Plan
- Volume II
 - G. Price Proposal
 - H. Audited and Certified Financial Statements
 - I. A completed Section K (Representations and Certifications)

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable as a result. The Government is not obligated to request additional information from any offeror in order to make determination of acceptability.

L.4.1 RECLASSIFICATION TEST RESULTS (FACTOR A)

The Offeror shall provide work samples as a separate section within Volume I and a brief description (limited to 500 words or less per sample) of the process steps used during the life cycle of the work.

Sample 1

The Offeror shall provide a work sample of a draft classification order i.e., classification schedule with definitions and related documentation that represents 500 US Patent documents in the computer security field (USPC Class 713, Subclasses 200, 201, and 202). The work samples shall be submitted in required format specified in ANNEX 1 and according to all standards provided to the Offeror.

Sample 2

The Offeror shall provide a work sample of fifty (50) reclassified US Patent documents using Government provided patent document numbers and a sample USPC schedule with definitions in the mechanical field. The sample documents are related to the technical field of fluid sprinkling, spraying, and diffusing. The Offeror shall use the Government provided MS Excel spreadsheets when classifying the documents.

Sample 3

The Offeror shall provide a work sample of fifty (50) reclassified US Patent documents using Government provided patent document numbers and a sample USPC schedule with definitions in the chemical field. The sample documents are related to the technical field of liquid purification or separation. The Offeror shall use the Government provided MS Excel spreadsheets when classifying the documents.

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L.4.2 TECHNICAL APPROACH (FACTOR B)

The Technical Approach section of the proposal shall not exceed a maximum of 25 pages, including any flowcharts.

In this section, the Offeror shall provide a detailed technical approach to provide the following services required in the following sections of the RFP:

CLIN 0001 – Project Plan Development and Maintenance
CLIN 0002 – Project Scope Definition
CLIN 0003 – Initial Classification Schedule(s) and Classification Definition Development
CLIN 0004 – Schedule Testing
CLIN 0005 – Project Documentation Development
CLIN 0006 – Document Classification

The Offeror's description should include a proposed workflow including workflow diagrams as appropriate and should demonstrate a thorough understanding of USPTO's requirements, the ability to meet changing requirements and/or fluctuations in workloads, and the ability to respond to report requests. The Offeror shall also describe the control and management of data and explain planned security controls and procedures maintaining the confidentiality of data.

In this section, the Offeror shall provide a start up plan providing details regarding the facilities, equipment, and supplies, and the recruitment and training of personnel.

L.4.3 QUALITY ASSURANCE PLAN (FACTOR C)

The Quality Assurance Plan shall not exceed ten (10) pages in total. The Government and the Contractor will agree to a Quality Assurance Surveillance Plan (QASP) at the time of contract award. The Government Team will provide a Contracting Officer and Contracting Officer's Technical Representative for implementation of the QASP.

THE PROPOSED PROGRAM IS SUBJECT TO GOVERNMENT APPROVAL. This program shall, at a minimum, address the following.

- (1) Evaluation for every CLIN performed or delivered under this contract. This system will ensure attainment of the Acceptable Performance Level in the Statement of Work for each CLIN. This system must be agreeable to both the Government and Contractor and must use one of the following methods: 100% inspection, Customer Feedback, Random Monitoring, or Periodic Sampling. The plan must detail the procedures to be utilized to insure inspection will be taken from all phases of workflow.
- (2) Where, whom and how often contractor process controls and inspections will be performed. Contractor shall state the number of people that shall be permanently assigned to this program and their assignments.

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- (3) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating, ascertaining the causes of deficiencies, and resolving these deficiencies.
- (4) How and how often inspection and tests or reviews will be held to check for: 1- errors and 2- timeliness.

Failure to maintain the Quality Control Program in accordance with the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

All requested quality control samples (for use by Government representatives) must be supplied at no additional cost to the Government.

L.4.4 KEY PERSONNEL RESUMES (FACTOR D)

Offeror shall provide key personnel resumes (each key personnel resume shall not exceed two (2) pages). Resumes should clearly communicate the skills, knowledge, and aptitudes of the individual. An employment history must be included that covers at least the most current 5 years of employment.

L.4.5 PAST PERFORMANCE STATEMENT (FACTOR E)

The Past Performance Statement shall not exceed seven (7) pages in total inclusive of all Offeror references. This description must include, at a minimum:

- 1) Experience in managing similar size requirements and performing comparable services;

This section shall demonstrate the Offeror's experience and ability to provide skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in this RFP.

- 2) List of current or previous contracts; (excluded from seven (7) page limitation)

The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contact's telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts. The Offeror should provide information on any problems encountered on the identified contracts and the corrective action taken.

3. A Past Performance Questionnaire form in Attachment J.13 of this RFP is provided for the offeror to give to their references. This form should be completed by the reference and submitted via fax not later than the RFP submission due date to the following (as per attachment instructions):

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U.S. Patent and Trademark Office
Office of Procurement
Attn: John R. Baumert
Mail Stop 6
P.O. Box 1450
FAX number: 571-273-0284

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

* The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to evaluate only those references.

* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

* The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

L.4.6 SMALL BUSINESS SUBCONTRACTING PLAN OR TEAMING PLAN (FACTOR F)

If the Offeror is proposing to use a teaming agreement (to include the Teaming Plan described in Clause L.3.6.1), the Offeror must include signed copies of the teaming agreement. The agreement should specify terms and conditions as they relate to contract performance.

Offerors shall submit only one of these documents depending on whether they are large businesses or small businesses proposing as the prime contractor. The Small Business Subcontracting Plan or Teaming Plan section of the proposal shall not exceed a maximum of five (5) pages.

USPTO's preferred order of subcontractor participation is listed below:

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- A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- B. HUBZone small business concerns
- C. Women-owned small business concerns
- D. Small disadvantaged businesses
- E. Small businesses
- F. Large businesses

L.4.6.1 - Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

The large business offeror (proposing as the prime contractor) must submit a Small Business Subcontracting Plan with their proposal, in accordance with and using the format identified in FAR 52.219-9, Small Business Subcontracting

The USPTO has set a minimum goal of 20% participation by veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses. The offeror is encouraged in the proposed use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business, small disadvantaged businesses, and small businesses concerns to the maximum extent possible. State current and/or proposed subcontracting/teaming arrangements with these concerns, as set forth under Public Law 95-507. For any such teaming arrangements, the offeror must identify:

- A. Offeror's procedures for implementing provisions of Public Law 95-507
- B. Name, position with the company, and telephone number of the Small and Disadvantaged Business Utilization (SDBU) Liaison officer
- C. Recent past history (within last 5 years) of any subcontract/teaming arrangements with small business concerns where work was performed in areas identical or similar to those specified in Section C of this solicitation. Statement of past history should include:
 - 1. Subcontract number
 - 2. Dollar amount of subcontract, type of work performed by small business concerns
 - 3. Dates of award and completion/termination.
- D. Recent past history (the 5 latest contracts in excess of \$1,000,000) of the small business utilization goal on those contracts and the actual percentage attained on those contracts.

L.4.6.2 - Teaming Plan (applies only to small businesses proposing as the prime contractor).

If a small business offeror is proposing as the prime contractor, they must submit a Teaming Plan. There is no required format for this plan. For each subcontractor of the team, the offeror must identify:

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- A. Name of the subcontractor.
- B. Area of expertise of the subcontractor.
- C. Proposed percentage of contract work to be given to the subcontractor.
- D. Identify the subcontractor as a large business or a small business. If a small business, identify the category of small business (i.e., veteran-owned small business (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged business, and small businesses.)

L.4.7 PRICE (FACTOR G)

The USPTO anticipates award of a firm-fixed indefinite delivery indefinite quantity contract. Offerors shall only provide unit pricing for each CLIN listed in Section B.3 through B.7 and submit this with their proposal. Section B.3 through B.7 shall serve as a template for the price submission. Offerors must propose unit prices for each CLIN for all periods of performance.

L.5 SUBMISSION FORMAT REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and five copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft® Office 2000 (or newer) and formatted for 8 1/2" by 11" single-spaced print;
- page margins shall be one (1) inch on all sides;
- the font shall be either Arial or Times New Roman and size twelve (12) point;
- the type for all proposal documents (including charts and graphs) shall be black;

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall **not** be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation Number DOC52PAPT0501010 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time, Tuesday, May 31, 2005, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of John R. Baumert. Depending on the mode of delivery, Offerors's responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office
Office of Procurement – Box 6
P.O. Box 1450
Alexandria, VA 22313-1450
Attn: John R. Baumert/
DOC52PAPT0501010

***Handcarried, Courier, or Non-USPS Mail Service**

U.S. Patent and Trademark Office
Office of Procurement
600 Dulany Street, Madison East, 7th Floor, C11
Alexandria, VA 22313
Attn: John R. Baumert/
DOC52PAPT0501010

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When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

***The rights of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that its proposals are received by USPTO's Office of Procurement by the time and date specified above.**

Offerors shall be responsible for accessing the web page for any changes to this RFP. All changes, questions, and answers shall be posted at this location.

L.6 QUESTIONS AND RESPONSES

All questions and request for clarification pertaining to this RFP shall be submitted electronically to Reclass_Project@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to this RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by Monday, May 16, 2005. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from offerors.

However, those responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the Request for Proposal (RFP).

L.7 INCUMBENT CONTRACTOR

USPTO employees currently perform this requirement. No contractor has previously performed these duties.

L.8 52.233-2 SERVICE OF PROTESTS (AUGUST 1996) (DEVIATION)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgments of receipt from:

U.S. Patent and Trademark Office
Office of Procurement
Mail Stop 6
P.O. Box 1450
Alexandria, VA 22313-1450
Attn: John R. Baumert

U.S. Patent and Trademark Office
Office of the General Counsel
Mail Stop 8
P.O. Box 1450
Alexandria, VA 22313-1450
FAX : 571-273-0099

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FAX: 571-273-0284

- (b) The copies of any protest shall be received in the offices designated above within one day of filing a protest with the GAO.

L.9 AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE:

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Ms. Jo-Anne Barnard
Chief Financial Officer and Chief Administrative Officer
U.S. Patent and Trademark Office
P.O. Box 1450

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Alexandria, VA 22313-1450
(FAX Number: 571-273-0095)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

U.S. Patent and Trademark Office
Office of the General Counsel
Mail Stop 8
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the

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protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

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L.10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in the solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in the solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.11 PROHIBITION ON MULTIPLE PROPOSALS

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. Recognizing that the USPTO is encouraging innovative solutions, the USPTO encourages alternate approaches but will only consider one proposal per offeror. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

L.12 EVALUATION OF PROPOSALS

The Government will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of this RFP.

L.13 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.14 NEWS RELEASES

Offerors shall make no news releases pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.15 INCURRING COSTS

The Government shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the

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Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.16 AMENDMENTS TO PROPOSALS

Amendments to proposals shall be submitted prior to the solicitation closing date as a complete revised proposal and labeled "Revised Proposal." Change pages will not be accepted.

L.17 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 160 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

L.18 SUMMARY

Offerors shall be responsible for accessing the web page, the Office of Procurement Current Acquisition Projects page <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm> for any changes to the solicitation. All changes will be posted at this location. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the due date will not be considered for further evaluation.

In summary, Offerors are required to submit the following in response to the RFP:

- A. Reclassification Test Results
- B. Technical Approach (no more than 25 pages)
- C. Quality Assurance Plan (no more than 10 pages)
- D. Key Personnel Resumes (no more than 2 pages each)
- E. Past Performance Statement (no more than 7 pages each)
- F. Small Business Subcontracting Plan or Teaming Plan (no more than 5 pages)
- G. Price Proposal (each year shall be no more than 5 pages)
- H. Audited and Certified Financial Statements
- I. Representations and Certifications (Section K)

L.19 DISPOSITION OF PROPOSALS

At least one copy of each proposal will be retained by the office issuing this solicitation, and the remainder will be destroyed. No destruction certificate will be issued for proposals that are destroyed.

L.20 POST-AWARD CONFERENCE

A post award conference with the successful offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award. The conference will be held at: [TBD at time of award].

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SECTION M – EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/>

Clause	Title	Date
52.217-5	Evaluation of Options	July 1990

M.2 UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.

M.3 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of any contract will be made to the responsive, responsible Offeror whose proposal, including options, contains the combination of reclassification test results, technical approach, quality control, key personnel, past performance, small business subcontracting plan, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of reclassification test results, technical approach, quality control, key personnel, past performance, and small business subcontracting plan with differences in price to the USPTO. The ranking of the Non-Price Evaluation Factors is in descending order of importance with the first two evaluation factors rated equal and most important: Factor A Reclassification Test Results, Factor B Technical Approach, Factor C Quality Assurance Plan, Factor D Key Personnel Resume, Factor E Past Performance, Factor F Small Business Subcontracting Plan or Teaming Plan. When combined the Non-Price Factors are significantly more important than Factor G Price Proposal. Factor G Price Proposal will be evaluated but not scored.

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To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required
- Meets all mandatory requirements set forth in Sections C and J (Attachments J.8 – J.13)
- Provides the best overall value to the USPTO as represented by a combination of reclassification test results, technical approach, quality control, key personnel, past performance, and small business subcontracting plan with differences in price to the USPTO

M.4 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 EVALUATION PROCEDURES

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to the Search File Reclassification Services RFP. The USPTO will evaluate and make award based upon the evaluation criteria provided below:

- A. Reclassification Test Results
- B. Technical Approach (no more than 25 pages)
- C. Quality Assurance Plan (no more than 10 pages)
- D. Key Personnel Resume (no more than 2 pages each)
- E. Past Performance Statement (no more than 7 pages total)
- F. Small Business Subcontracting Plan or Teaming Plan (no more than 5 pages)
- G. Price Proposal (each year shall be no more than 5 pages)

Offerors who fail to submit all the requested information in the RFP by the due date will not be considered for evaluation.

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A. Reclassification Test Results

The USPTO will assess the offeror's ability to provide useful concepts in an hierarchal arrangement for searching prior art and drafting a classification order i.e., schedule and definitions documentation representative of the 500 documents in sample 1 and classification placement of documents in sample 2 and 3 to their respective schedules using the required format specified and in accordance to all standards provided to the Offeror.

B. Technical Approach

The USPTO will assess the Offeror's ability to provide and manage the full range of program management and technical activities necessary to perform the contract successfully. The evaluation will consider the relevance, credibility, responsiveness, and completeness of performance and services offered. The USPTO will assess the offeror's understanding of the requirement, viability of the planned approach, and physical and human resources necessary to address variables in workload.

C. Quality Assurance Plan

The USPTO will assess the offeror's ability to provide and manage a quality assurance plan that will ensure performance of all CLINs at or above the stated Acceptable Quality Levels. The evaluation will consider the relevance, credibility, responsiveness, and completeness of performance and services offered.

D. Key Personnel Resume

The USPTO will assess the Key Personnel's ability to perform the role of those positions effectively. This evaluation will consider the relevance of the key personnel's past experience and the quality of the past experience and performance.

E. Past Performance

The USPTO will utilize past performance information submitted in response to the Solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial literature, and contact with present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Additionally, past performance information obtained will be used to determine offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- Relevance of the offerors past experience; and,
- Quality of the offerors past experience and performance.

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F. Small Business Subcontracting Plan or Teaming Plan

F.1 Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

The offeror's Small Business Subcontracting Plan will be evaluated on the offeror's stated proposed use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses as set forth in FAR Subpart 19.7, and on the creativity and resourcefulness of its teaming arrangement(s) with these concerns. The offeror will be evaluated on the appropriateness of its subcontractor(s) plan and on its ability to effectively manage and control the use of subcontractor(s). The offeror is encouraged to propose use of these concerns to the maximum extent possible. The offeror will be evaluated on its projected percentage of use of these concerns and the proposed subcontractor's socio-economic status in relationship to the USPTO's preferred order of subcontractor participation as listed below:

- 1) Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- 2) HUBZone small business concerns
- 3) Women-owned small business concerns
- 4) Small disadvantaged businesses
- 5) Small businesses

The offeror will be evaluated on its past performance in achieving its small business contracting goals.

F.2. Teaming Plan (applies only to small businesses proposing as the prime contractor).

The offeror's Teaming Plan will be evaluated on the offeror's use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses as set forth in FAR Subpart 19.7, large businesses, on the creativity and resourcefulness of its teaming arrangement(s) with these concerns, and the proposed subcontractor's socio-economic status in relationship to the USPTO's preferred order of subcontractor participation as listed below:

- 1) Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- 2) HUBZone small business concerns
- 3) Women-owned small business concerns
- 4) Small disadvantaged businesses
- 5) Small businesses
- 6) Large businesses

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G. Price Proposal

The USPTO will evaluate the Offeror's proposal and pricing of all CLIN items listed in Section B. The price proposal will be reviewed and analyzed in depth, but will not be scored. The USPTO will evaluate the Offeror's proposal and pricing utilizing the maximum quantities of all CLIN items for the base period and all option periods listed in Section B.3 through Section B.7.

M.6 Relative Importance of Evaluation Factors and Best Value Determination

The ranking of the Non-Price Evaluation Factors is in descending order of importance with the first two evaluation factors rated equal and most important: Factor A Reclassification Test Results, Factor B Technical Approach, Factor C Quality Assurance Plan, Factor D Key Personnel Resume, Factor E Past Performance, Factor F Small Business Subcontracting Plan or Teaming Plan. When combined the Non-Price Factors are significantly more important than Factor G Price Proposal. Factor G Price Proposal will be evaluated but not scored.

To evaluate offers for award purposes submitted in response to the Request for Proposal (RFP), the USPTO will use a "best value" evaluation to determine which offer is most advantageous to the Government. That is, the USPTO will select the solution that offers the best value to the Government, price and other factors considered.